



Docket No.: 1419.1060C

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of:

Yoshinobu KANEKO et al.

Serial No. 10/806,216

Group Art Unit: 3722

Confirmation No. 1667

Filed: March 23, 2004

Examiner: Jamila O. Williams

For: STEERING DEVICE FOR TOY

**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE  
PATENTING REJECTION (37 C.F.R. §1.321(b))**

INTEREST AND TITLE OF PERSON MAKING THIS DISCLAIMER

I, William F. Herbert, represent that I am an authorized attorney of the Assignee identified below owning all of the interest in this application and am authorized to sign on behalf of the Assignee.

IDENTITY OF ASSIGNEE AND RECORD OF ASSIGNMENT IN PTO

The Assignee is TOMY COMPANY, LTD., a corporation organized and existing under the laws of Japan, having its office and principal place of business at 9-10, Tateishi 7-chome, Katsushika-ku, Tokyo 124-8511 JAPAN.

Pursuant to Rule 3.73(b), the Assignee is the current owner of the subject application pursuant to the Assignments identified below. The Assignee hereby certifies that the evidentiary documents of the chain of title, if applicable, have been reviewed and, to the best of Assignee's knowledge and belief, title is in the Assignee identified herein.

The assignment of the above-referenced application was recorded at Reel 012705, Frame 0540, Reel 014493, Frame 0396 and Reel 014490, Frame 0342, copies attached.

DISCLAIMER

Assignee hereby disclaims the terminal part of any patent granted on the above-identified application which would extend beyond the expiration date of any patent granted on Assignee's U.S. Application Serial No. 10/056,090, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal

title to said patent shall be the same as the legal title to any patent granted on Assignee's U.S. Application Serial No. 10/056,090, the agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

Assignee does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of any patent granted on Assignee's U.S. Application Serial No. 10/056,090, should Assignee's U.S. Application Serial No. 10/056,090 expire for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a re-examination certificate, is reissued, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

FEE

Attached is the appropriate \$130.00 disclaimer fee set by 37 C.F.R. §1.20(d).

TOMY COMPANY, LTD.

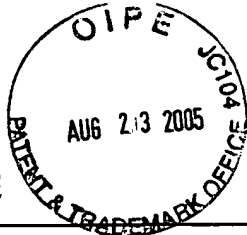
By: 

William F. Herbert  
Attorney of Record  
Pursuant to Rule 1.33(b)(1)

Date: 8/22/05



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE



AUGUST 05, 2002

PTAS

Chief Information Officer  
Washington, DC 20231  
www.uspto.gov

STAAS & HALSEY LLP  
JAMES D. HALSEY, JR.  
700 ELEVENTH STREET, N.W.  
STE. 500  
WASHINGTON, DC 20001



\*102164906A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

**CORRECTED  
NOTICE**

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/21/2002

REEL/FRAME: 012705/0540  
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
KANEKO, YOSHINOBU

DOC DATE: 01/28/2002

ASSIGNOR:  
YONEDA, YOUSUKE

DOC DATE: 01/28/2002

ASSIGNOR:  
SUIMON, YOSHIO

DOC DATE: 01/28/2002

ASSIGNEE:  
TOMY COMPANY, LTD.  
9-10, TATEISHI 7-CHOME, KATSUSHIKA-  
KU  
TOKYO, JAPAN

SERIAL NUMBER: 10056090  
PATENT NUMBER:

FILING DATE: 01/28/2002  
ISSUE DATE:

AUG 12 2002

1419.1060 V04

012705/0540 PAGE 2

DOROTHY RILEY, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

# Assignment

## 譲渡証

### Japanese Language Assignment

(1-8) Insert Name(s) of Inventor(s)

発明者の氏名を記入すること

(1) Yoshinobu KANEKO

(2) Yousuke YONEDA

(3) Yoshio SUIMON

(4) \_\_\_\_\_

(5) \_\_\_\_\_

(6) \_\_\_\_\_

各々の署名人に対して支払われた総額1ドル (\$1.00)および他の適切な有価約因を考慮して、各々の署名人は

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, each undersigned agrees to assign, and hereby does assign, transfer and set over to

(9A) Insert Name of Assignee

譲受人氏名を記入すること

(9A) TOMY COMPANY, LTD.

(9B) Insert Name of Assignee

譲受人氏名を記入すること

(9B) \_\_\_\_\_

(10A) Insert Address of Assignee

譲受人住所を記入すること

(10A) 9-10, Tateishi 7-chome, Katsushika-ku, Tokyo 124-8511 Japan

(10B) Insert Address of Assignee

譲受人住所を記入すること

(10B) \_\_\_\_\_

(以降譲受人と称する)に対して、譲渡に同意し、ここに譲渡し、米国法第35章第100条に定義されるごとく、この発明および仮出願、非仮出願、分割出願、継続出願、差替え出願、及び再発行出願、および前記発明に関するすべての特許証、延長証、再発行証、再審査証を含む特許のための全ての出願において、アメリカ合衆国のためのすべての権利、所有権、および利益を譲受人の継承人、後継者、非譲渡者、および法定代理人に移転および譲渡し、

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100, in the invention, and in all applications for patent including any and all provisional, non-provisional, divisional, continuation, substitute, and reissue application(s), and all Letters Patent, extensions, reissues and reexamination certificates that may be granted on the invention known as

(11) Insert Identification such as Title, Case Number, or Foreign Application Number

名称、事件番号、もしくは外国出願番号のような確認事項を記入のこと

(11) STEERING DEVICE FOR TOY AND RUNNING TOY

(Attorney Docket No. \_\_\_\_\_)

弁護士整理番号

前記署名人が下記の日付でアメリカ合衆国において特許出願を履行するものであり、

for which the undersigned has (have) executed an application for patent in the United States of America on even date herewith

or  
もしくは

(12) Insert Date of Signing of Application  
出願に署名する日付を記入のこと

(12) on \_\_\_\_\_

(13) Alternative Identification for filed applications  
提出された出願のための代案確認事項

(13) U.S. application Serial Number  
右記の米国出願整理番号で \_\_\_\_\_  
filed

上記日付において提出されたものである。

1)  
各々の署名人は前記発明のための出願関係および、継続出願、分割出願、再発行出願およびこの件に関しての発行する特許において、必要な全ての書類を履行することに同意し、譲受人が必要と思われる、このような出願および特許に関しての別途譲渡証を履行することにも同意する。

2)  
各々の署名人は、前記発明のための、出願もしくは継続出願、もしくはその分割出願、特許もしくはそれに基づく再発行出願に関して宣言されるインターフェレンスに関して必要な全ての書類を履行することに同意し、証拠取得およびそのようなインターフェレンスを進行するにあたり、いかなる方法においても前記譲受人と協力することに同意する。

3)  
各々の署名人は、すべての用紙および書類を履行し、国際工業所有権保護協定の請求もしくは規定もしくは類似協定に関して必要ないかなる行為を履行することに同意する。

4)  
各々の署名人は、前記譲受人に対して有効な米国特許の承認を取得し、維持し、もしくは再発行もしくは再審査により、確認するために、必要なすべての積極的な行為を履行することに同意する。

5)  
各々の署名人は、全ての利益の譲受人として、特許庁長官に前記出願から発生したすべての米国特許証を前記譲受人に対して発行することを許可および請求し、ここに署名するにおいて、譲受人は全ての利益を譲るためのすべての権利を有し、対立関係にある協定を過去に履行することなくもしくは将来履行しないことを誓約し、この協定が前記譲受人、譲受人の継承人、後継者、非譲渡者、および法定代理人に法的義務を負わせるものであることに同意する。

6)  
各々の署名人は、この書類の記録上、米国特許商標庁の規定に従うために、必要もしくは所望であればこの譲渡証にさらに確認事項を記入するための権利が(事務所名を下記に記入)

STAAS & HALSEY LLP

事務所に付与されていることをここに承認する

1) Each undersigned agrees to execute all papers necessary in connection with any application and any continuing, divisional or reissue applications for the invention, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary.

2) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning any application or continuation or division thereof, or any patent or reissue application based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignee.

5) Each undersigned authorizes and requests the Commissioner of Patents to issue any and all Letters Patents of the United States resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreements in conflict herewith, and agrees that this assignment is binding on him and his heirs, successors, assigns and legal representatives.

6) Each undersigned hereby grants the firm of STAAS & HALSEY LLP the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

証人立ち会いのもとで、署名入覧の隣の日付をもって  
この署名が履行される。

In witness whereof, executed by the undersigned on  
the date(s) opposite the undersigned name(s).

Date January 28, 2002  
日付

Inventor Signature  
発明者署名

金子 義信 (SEAL )  
Yoshinobu KANEKO 印

Date January 28, 2002  
日付

Inventor Signature  
発明者署名

米田 陽亮 (SEAL )  
Yousuke YONEDA 印

Date January 28, 2002  
日付

Inventor Signature  
発明者署名

水戸 義久 (SEAL )  
Yoshio SUIMON 印

Date \_\_\_\_\_  
日付

Inventor Signature  
発明者署名

\_\_\_\_\_  
(SEAL )  
印

Date \_\_\_\_\_  
日付

Inventor Signature  
発明者署名

\_\_\_\_\_  
(SEAL )  
印

この譲渡証は(a)アメリカ合衆国内で署名される際には  
公証人の面前で、(b)アメリカ合衆国外で署名される際  
には米国領事の面前で署名されるべきである。(a)もし  
くは(b)が不可能な際には、下記に署名する少なくとも  
二人の証人の面前で署名されるべきである。

This assignment should preferably be signed before:  
(a) a Notary Public if within the U.S.A. (b) a U.S. Consul if  
outside the U.S.A. If neither, then it should be signed  
before at least two witnesses who also sign here:

Date \_\_\_\_\_  
日付

Witness  
証人

\_\_\_\_\_

Date \_\_\_\_\_  
日付

Witness  
証人

\_\_\_\_\_



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APRIL 12, 2004

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STAAS & HALSEY LLP  
WILLIAM F. HERBERT  
1201 NEW YORK AVENUE, N.W., SUITE 700  
WASHINGTON, D.C. 20005

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RECORDATION DATE: 04/05/2004

REEL/FRAME: 014493/0396  
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

SUITECH CORPORATION

DOC DATE: 03/26/2004

ASSIGNEE:

TOMY COMPANY, LTD.  
NO. 9-10, TATEISHI 7-CHOME  
KATSUSHIKA-KU, TOKYO, JAPAN

SERIAL NUMBER: 10056090  
PATENT NUMBER:

FILING DATE: 01/28/2002  
ISSUE DATE:

ALLYSON PURNELL, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS



**ASSIGNMENT**

SUITECH CORPORATION, of La Copje-Yotsuya 1203, 3-13-12 Yotsuya, Shinjuku-ku, Tokyo, Japan ("SUITECH"), understands that a U.S. patent application for the invention entitled STEERING DEVICE FOR TOY AND RUNNING TOY, was filed on January 28, 2002, Serial No. 10/056,090.

It was SUITECH's understanding, prior to the filing of that application and to date, that rights in the invention described and claimed therein were owned by TOMY COMPANY, LTD., of No. 9-10, Tateishi 7-chome, Katsushika-ku, Tokyo, Japan ("TOMY"), and that the inventors, including an employee of SUITECH, the undersigned Mr. Yoshio Suimon, appropriately assigned their rights to TOMY, which assignment is recorded at the U.S. Patent and Trademark Office at Reel 012705, Frame 0540.

Nevertheless, in consideration of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to SUITECH by TOMY, the receipt and sufficiency of which are hereby acknowledged, SUITECH hereby sells, assigns and transfers to TOMY and its successors, assigns and legal representatives, any interest SUITECH has in and to the invention and to any U.S. applications and patents, and any continuation, division, renewal, substitute, reissue or reexamination application based thereon, for the full term or terms for which said patent(s) may be granted and including any extensions thereof.

SUITECH requests that any and all patents for the invention be issued in the name of the TOMY, its successors, assigns and legal representatives or to such nominees as it may designate.

SUITECH agrees, when requested by TOMY, to do all acts which TOMY may deem necessary, desirable or expedient, for securing, maintaining and enforcing protection for said invention, including in the preparation and prosecution of said application(s) and the issuance of said patent(s), in any interference, reissue, reexamination, or public use proceeding, and in any litigation or other legal proceeding which may arise or be declared in relation to same, such acts to include but not be limited to executing all papers, including separate assignments and declarations, taking all rightful oaths, providing sworn testimony, and obtaining and producing evidence.

SUITECH also assigns to TOMY all claims for past damages by reason of past infringement, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of TOMY's successors, assigns or other legal representatives, without any accounting to SUITECH.

For SUITECH CORPORATION

Yoshio Suimon, President

鈴木 征一  
(typed name of Witness, and signature) Seiichi Suzuki

Date 2004. 3. 26



**UNITED STATES DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231



\*700076303A\*

APRIL 09, 2004

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STAAS & HALSEY LLP  
WILLIAM F. HERBERT  
1201 NEW YORK AVE., N.W.  
SUITE 700  
WASHINGTON, D.C. 20005

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RECORDATION DATE: 04/05/2004

REEL/FRAME: 014490/0342  
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

**ASSIGNOR:**

SUIMON, YOSHIO

DOC DATE: 03/26/2004

**ASSIGNEE:**

SUITECH CORPORATION  
LA COPJE-YOTSUYA 1203  
3-13-12 YOSUYA SHINJUKU-KU  
TOKYO, JAPAN

SERIAL NUMBER: 10056090  
PATENT NUMBER:

FILING DATE: 01/28/2002  
ISSUE DATE:

014490/0342 PAGE 2

SAUNDRA BALLENGER, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

## ASSIGNMENT

I, Yoshio Suimon, an employee of SUITECH CORPORATION, of La Copje-Yotsuya 1203, 3-13-12 Yotsuya, Shinjuku-ku, Tokyo, Japan ("SUITECH"), am an inventor of an invention described and claimed in a U.S. patent application entitled STEERING DEVICE FOR TOY AND RUNNING TOY filed on January 28, 2002, Serial No. 10/056,090.

It was my understanding, prior to the filing of that application and to date, that rights in the invention were owned by TOMY COMPANY, LTD., of No. 9-10, Tateishi 7-chome, Katsushika-ku, Tokyo, Japan ("TOMY"), and that the inventors, including myself, appropriately assigned their rights to TOMY, which assignment is recorded at the U.S. Patent and Trademark Office at Reel 012705, Frame 0540.

Nevertheless, in consideration of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to me (hereinafter, "ASSIGNOR") by SUITECH (hereinafter, "ASSIGNEE"), the receipt of which is hereby acknowledged, the undersigned ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE any right, title and interest to the invention and to said application and all Letters Patent(s) of the United States granted on said application and any continuation, division, renewal, substitute, reissue or reexamination application based thereon, for the full term or terms for which the said Letters Patent(s) may be granted and including any extensions thereof (collectively, hereinafter, "said application(s) and Letters Patent(s)").

The ASSIGNOR agrees, when requested by said ASSIGNEE and without charge to but at the expense of said ASSIGNEE, to do all acts which the ASSIGNEE may deem necessary, desirable or expedient, for securing, maintaining and enforcing protection for said invention, including in the preparation and prosecution of said application(s) and the issuance of said Letters Patent(s), in any interference, reissue, reexamination, or public use proceeding, and in any litigation or other legal proceeding which may arise or be declared in relation to same, such acts to include but not be limited to executing all papers, including separate assignments and declarations, taking all rightful oaths, providing sworn testimony, and obtaining and producing evidence.

The ASSIGNOR also assigns to the ASSIGNEE all claims for past damages by reason of past infringement, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of TOMY's successors, assigns or other legal representatives, without any accounting to the ASSIGNOR.

IN WITNESS WHEREOF, the undersigned inventor has affixed his signature.

Yoshio Suimon      2002. 3. 26  
Mr. Yoshio Suimon      Date

Seiichi Suzuki  
Witness Mr. Seiichi Suzuki